

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, APRIL 18, 2016 IN THE E.L. PURYEAR
BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
ACTING CITY CLERK	LISA CORTESE	lisa.cortese@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

- Audio Presentations (Solutions for Sound Quality at the Puryear)
- Economic Development Report – Rodney Lucas, Economic Development Manager
- Presentation of Certificate of Appreciation from the RAC to David Badillo and Margie Jones in Recognition of Years of Service
- Proclamation – Municipal Elections

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

- Approval of City Council Meeting Minutes from April 4, 2016
- Approval of Special Council Meeting Minutes from April 14, 2016

Old Business

New Business

1. Approve Resolution 2016-04-10: Temporary Suspension of the Base Charge for Reclaimed Water
2. Approve Resolution 2016-04-09: Frontside Setback Variance (Green Valley Townhomes)
3. Ordinance 2016-04-10: Defining a Consistent and Fair Lien Reduction Process – First Reading
4. Approve Engineering Proposal/Agreement for Force Main Design
5. Reappoint George Rosario to the RAC

Public Comments*

Announcements

Adjournment

**Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

Durbin Audio Designs Sales

123A S Woodland St.
Winter Garden, FL 34787

Estimate

Date	Estimate #
2/29/2016	100361

Name / Address
Andy Sapp City of Groveland 156 S. Lake Ave Groveland, FL. 34736

			Project
Description	Qty	Rate	Total
Behringer XR 18 Digital Mixer		656.11	656.11
Shure MX418/C Microphone	13	205.40	2,670.20
XLR Extension Cables	5	20.00	100.00
16x4 Chan Mic Snake 50'		194.35	194.35
Installation/Programming		250.00	250.00
Attend 1st meeting after installation to fine tune each mic and system realtime		150.00	150.00
Dual Band Wireless Router (local store sales price)		50.00	50.00
Subtotal			\$4,070.66
Sales Tax (6.5%)			\$0.00
Total			\$4,070.66



About Shure MX418/C

The Shure Microflex MX418/C is an 18" fully adjustable cardioid gooseneck microphone designed for podium and desktop use in speech, presentations, conferences and more. It features high sensitivity and balanced, transformerless output for maximum immunity to electromagnetic hum and RF interference, even over long cable runs.

Shure MX418/C Features

- Wide dynamic range and frequency response for accurate sound reproduction across the audio spectrum
- Interchangeable cartridges provide the right polar pattern for every application
- Balanced, transformerless output for increased immunity to noise over long cable runs
- Locking flange mount for permanently securing microphone to lecterns, pulpits, or conference tables

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			Project
Description	Qty	Rate	Total
Bosch CCS 1000 D Control Unit	1	1,328.66	1,328.66
Bosch CCS 1000 D Discussion Device Long Gooseneck Mic	13	487.04385	6,331.57
Bosch CCS 1000 D Transport Case for 6 devices and 1 Control Unit	3	420.48	1,261.44
60' Extension Cable to connect 1st mic to control unit.		153.60	153.60
Rack ears to mount Control Unit	2	21.25	42.50
Install program		150.00	150.00
		Subtotal	\$9,267.77
		Sales Tax (6.5%)	\$0.00
		Total	\$9,267.77

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Rack ears to mount Control Unit	2	21.25	42.50
Install program		150.00	150.00
Behringer XR12		299.00	299.00T
		Subtotal	\$9,566.77
		Sales Tax (6.5%)	\$19.44
		Total	\$9,586.21



Discussion Devices are connected in a daisy chain configuration to the Control Unit of a CCS 1000 Digital Discussion System. Their plug and play functionality allows them to be conveniently connected to and removed from the system as required. A power down or restart of the system is not necessary, which ensures for fast installation and reconfiguration times. Participants can take part in a discussion by speaking into the microphone and listening to proceedings through the built in loudspeaker or (optional) headphones.

- Unique patent pending possible-to-speak indicator
- Plug and play functionality for ensuring fast installation and reconfiguration times
- Compact, attractive ergonomic design
- Easily configured as a participant device or chairperson's device
- Immunity to mobile phone interference

Functions

Possible-to-speak indication

A white possible-to-speak indicator above the microphone button indicates when the microphone can be activated.

Request-to-speak indication

A green request-to-speak indicator above the microphone button and in the head of the microphone indicate when a request-to-speak has been added to the waiting list. The indicators flash green when the request-to-speak is first in the waiting list.

Short or long microphone with flexible stem

The fixed microphone with flexible stem can be easily adjusted to suit the user. For maximum comfort, a short 310mm (12.2") or long 480mm (18.9") microphone stem is available.

Built-in loudspeaker with volume control

To ensure for optimum intelligibility, the loudspeaker volume of all Discussion Devices is centrally controlled from the Control Unit.

Face-to-face meeting feeling

An authentic face-to-face meeting feeling is achieved by allowing the loudspeaker and microphone to be on at the same time.

Headphones socket

The built-in 3.5mm (0.14") stereo headphones socket enables the speaker to be clearly heard, even when there is excessive background noise.

Built-in volume control for headphones

For maximum comfort, the headphones volume can be adjusted by means of a rotary thumbwheel on the side of the Discussion Device. To prevent acoustic feedback from headphones to microphone, an option in the web browser application can be set to automatically reduce the headphones volume when the microphone is activated.

GSM immunity

Immunity to mobile phone interference ensures for clear, uninterrupted discussion.

Configurable as a participant or chairperson's device

The Discussion Device can be quickly configured as a 'chairperson's device, which enables a user to function as the chairperson at a meeting. No restart of the system is required. During a discussion, the chairperson can press and hold in the priority button to overrule all participant microphones. A chime is also sounded to announce that the chairperson is about to speak.

Controls and Indicators

- Microphone button
- Color-coded LED indicator above microphone button for showing the following states: microphone on, request-to-speak and possible-to-speak

- Light-ring indicator in head of microphone
- Rotary thumbwheel on side of device for adjusting the headphones volume
- Concealed initialization button at base of device for reassigning the network address
- Concealed slide-switch at base of Discussion Device for configuring the Discussion Device as a 'participant Discussion Device' or 'chairperson's Discussion Device'
- Chairperson's configuration only - separate microphone button and 'priority button'

Connections

- 1x 6-pole circular female connector with cable locking recess - for loop-through connection of Discussion Devices
- 1x 3.5mm (0.14") stereo headphones socket on side of device
- 1x 2m (78.7") cable with a 6-pole circular male connector with cable lock

Proposal

Project Number: 43823

Date: 3/1/2016

To: City of Groveland
Attn: Andy Sapp
Phone: 352-429-2141

Project: Multi-purpose Audio System
Location: 156 S Lake Ave

Contact: Jeremy Thomas
Title: Electronic System Designer
Email: JThomas@bcifl.net
Phone: (813) 249-1020

BCI Integrated Solutions is pleased to propose the following Scope of Work:

BCI proposes to provide and install the following products into the City of Groveland's Multi-Purpose Room. This system will be a complete overhaul of the existing out-dated system installed now. This system is designed to be easy to use, require no dedicated operator and sound great for all attendees. BCI will provide (13) thirteen wired microphones for council meetings and other events where a gooseneck microphone can be utilized. BCI will also provide (2) two wireless microphones in total; (1) one handheld and (1) one lapel system for any other occasions/events. All microphones will be connected directly to a digital signal processor which will allow BCI to program limiters, compressors and gain control for optimal audio performance. After the system is set-up, only authorized personnel with proper login credentials can access the system to make changes.

Also installed in the equipment rack is a new POE switch, CD/iPod Player, Microphone head end and antenna distribution. Once the system is turned on, the rack will not need to be accessed. All controls such as source selection, volume control and system operation will be done from a provided user interface which can be installed on the proscenium wall with easy access. This user interface will be programmed by BCI to be simple and intuitive for any operator to control the system.

Finally, BCI will install (2) two new surface mount 12" two way speakers at the front of the room for optimal coverage and audio intelligibility. These speakers will be black in color to match the existing EV speakers.

Included in this price is equipment, wire, installation, training and a one year system warranty which covers all product and services provided by BCI.

Not included in this price is AC power, conduit, fire caulking or the installation of these items.

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	Lowell Manufacturing	10 RU Wall Mount Rack with Locking Front Door		
1	Symetrix	Digital Signal Processor		
1	Symetrix	User Interface		
13	Audio Technica	Cat6 Gooseneck Base		
13	Audio Technica	6" Gooseneck Micro-Line Capsule		
1	Audio Technica	Wireless Handheld System		
1	Audio Technica	Wireless Lapel System		
1	Audio Technica	Joining Plate		
2	Audio Technica	Remote Mount Antennas		
1	Tascam	CD/iPod Player		
2	Bosch Communications	12" Powered Speaker		

Qty	Mfr-Part No.	Description	Unit Price	Extended
2	Bosch Communications	Wall Mount Bracket		
1		POE Dante Switch		
0.5	West Penn Wire	Speaker Cable		
0.2	West Penn Wire	Microphone Cable		
1		Cat6 Cabling		

1 Installation, Programming & Setup

This Proposal is Valid for 30 Days.
Freight: 244.00

Shipping & Handling: \$ 244.00

Signature: _____ Date: _____

Project Total: \$ 19,975.00

BCI Sales Proposal General Terms and Conditions
Including the following but not limited to:

Contact Person

BCI requires that the customer provide ONE representative that can be contacted before and during the installation to schedule times, make decisions for equipment placement, provide access to all areas necessary to complete the installation and has the authority to provide a final installation sign off.

Hours of Work Performance

Unless otherwise specified, all work will be performed during normal daily working hours of 7:00AM to 5:00PM, Monday through Friday. Work performed during other daily hours or on weekends or holidays will incur additional labor costs unless specified in the proposal.

Delays

Additional costs may be incurred if the BCI installation crew cannot work in the area during the scheduled time. If the BCI crew has to vacate the room or facility because of a meeting or other use of the room which will delay the completion of the installation within the scheduled time, additional labor costs will be charged for the cleanup of the room, down time of the installers and setting back up to continue the installation.

Cancelled Orders

All orders cancelled after equipment orders have been placed with the manufacturer are subject to cancellation and/or restock fees including freight charges if equipment has already shipped. Custom orders or changes are not eligible for credit.

Drawings

If CAD drawings of the facility exist, electronic AutoCad (.dwg) files will be provided to BCI at no charge for purposes of showing locations of equipment, racks, devices, conduit and electrical box requirements. These files will include all necessary backgrounds and layers. These drawings will be modified & resubmitted to the architect for inclusion into the master construction documents for dispersion to appropriate contractors. BCI will also include copies of these modified drawings as part of the close-out documents for future reference.

Conduit and Electrical Boxes

All conduit and associated electrical boxes for AC power or for the mounting of BCI provided A/V plates, control panels etc. are the responsibility of the customer and are not included in the attached proposal unless specifically noted in the proposal.

A/C Power

A/C power requirements at the equipment locations, ceiling projectors, closets for racks, etc. are the responsibility of the customer to provide unless included within the scope of work and contracted through BCI. It is assumed that the facility in which equipment or systems are installed have adequate consistent power. Power conditioning or uninterruptible power supplies are not included in this proposal unless specified. Equipment failure due to power issues are not covered by BCI or manufacturer warranties.

Discontinued Equipment

Because of the ever changing world of electronics, occasionally the model listed on the proposal may be unavailable at the actual time that the order is placed. BCI reserves the right to substitute a similar model that meets or exceeds the original unit specifications. Color cannot be guaranteed such as black face or silver face.

Issues regarding the mounting of flat panel TV's, plasma displays, LCD's:

It is the responsibility of the customer to provide an adequate support structure in the wall to which the flat panel will be mounted. Larger panels require more internal wall structure. This additional mounting is not included in the quoted price unless specified in the quote. Additional cost will be incurred if BCI is required to provide this support for time and materials.

Removal of Existing Equipment

When removing existing equipment, holes and/or unfinished surfaces may be exposed. BCI cannot be responsible for the patching, repairing or repainting of these areas.

I.T. Network Based Equipment

When I.T. Network based equipment orders are placed with BCI, it is assumed that the client has discussed, cleared and has approval and coordinated the installation with their company I.T. department. BCI will provide limited assistance in the form of product information to the I.T. department prior to the equipment order being processed. BCI will not be responsible for internal corporate conflicts with purchased equipment and the implementation by the corporate I.T. departments. Equipment that has been ordered and not yet delivered may be eligible for a credit less freight and restocking fees. Equipment that has been installed and is not in a new, resalable condition are not returnable for credit.

Woodwork/Trim

It is the responsibility of the customer to provide custom finished woodwork and trim for installed equipment unless specified within the BCI scope of work.

NEW Owner Furnished Equipment

New equipment that is being furnished by the owner must be available on site when the installation crew arrives. In the event the crew cannot perform the installation due to unavailable owner furnished parts, additional labor and travel charges will be incurred.

USED Owner Furnished Equipment

Existing equipment that is being furnished by the owner must be in good operational condition. BCI cannot be responsible for equipment that is not in working condition nor will this equipment be covered by any BCI warranty. Equipment that is found to not be in working condition and that repair is necessary for the operation of the system, additional charges will be incurred for the repair or replacement of the defective equipment.

Ceiling Grid Work

Modifications of drop tile ceiling grid work to accommodate the installation of projection screens, projector lifts or other equipment is not included in the attached proposal unless specified. These modifications are the responsibility of the customer.

Painting

Typically speakers may be available in black or white. Speakers, other types of equipment (must be suitable for painting) or mounts will be painted custom colors only if specified in the proposal. The customer is responsible to acquire and provide the custom color paint if painting is included in the proposal.

Lamps/Bulbs for Projectors or Stage Lightning

Lamps or bulbs are warranted for 90 days and are not included in the standard warranty. Special order lamps or bulbs are not returnable for credit or refund.

Alterations or Deviation

Any alteration or deviation from the above involving additional cost will only be performed following acceptance by BCI Integrated Solutions of Purchaser's written order and will become an additional cost to Purchaser. BCI reserves the right to withdraw from project(s) if submittals for any system are rejected or other unforeseen circumstances prevent a successful startup of the project with no liability assessed prior to receiving executed subcontract agreement.

Terms Of Sale

The prices quoted above will be honored for thirty (30) days at which time BCI reserves the right to increase prices based on increased costs to provide the services quoted. BCI may withdraw this proposal if not accepted within (30) days from the date on this proposal.

There is a 3% processing charge on all credit cards charges

Invoicing will be done on a monthly basis. This is based on the percentage of project completion and the progress of the work being performed, including material received or stored on or off-site. All payments are due Net 30 from date of invoice. BCI reserves the right to add a 1.5% Service Charge per month for overdue balances.

Acceptance of Proposal-The prices and terms and conditions contained herein, including the attached page(s), are hereby accepted. BCI Integrated Solutions is authorized to do work as specified above.



DESCRIPTION

The ES935ML6 is a wide-range miniature condenser microphone with a MicroLine® polar pattern. It is designed for quality sound reinforcement, professional recording, television and other demanding sound pickup applications. The small-diameter gooseneck design permits highly flexible positioning while maintaining a smooth, well-contoured appearance. An included foam windscreen effectively reduces wind noise and "popping."

The ES935ML6 is equipped with UniGuard® RFI-shielding technology, which offers outstanding rejection of radio frequency interference (RFI). The microphone is RoHS compliant – free from all substances specified in the EU directive on hazardous substances.

The microphone's MicroLine® polar pattern provides a 90° angle of acceptance. Additional interchangeable elements with omnidirectional (360°),

cardioid (120°) and hypercardioid (100°) pickup patterns are available.

The integral power module can be powered from any external 11V to 52V DC phantom power supply. A recessed switch in the power module permits choice of flat response or low-frequency roll-off (via integral 80 Hz high-pass UniSteep® filter) to help control undesired ambient noise.

The microphone is enclosed in a rugged housing with a low-reflectance black finish. It features an XLRM-type connector insert at its base, allowing it to be plugged directly into an XLRF-type panel jack or microphone cable. In addition to an AT8474 low-profile isolation mount, an AT8473 stand clamp is included to permit attachment of the XLR mic base to a standard 5/8"-27 or 3/8"-16 threaded mic stand or mounting flange.

INSTALLATION AND OPERATION

The ES935ML6 requires 11V to 52V phantom power for operation.

Output is low impedance balanced. The output connector mates with XLRF-type cable connectors. The balanced signal appears across Pins 2 and 3, while the ground (shield) connection is Pin 1. Output is phased so that positive acoustic pressure produces positive voltage at Pin 2, in accordance with industry convention.

The microphone can be mounted on a podium or desktop with the included AT8474 low-profile isolation mount. Designed to be mounted either above or beneath the mounting surface, the AT8474 firmly secures the microphone while providing maximum attenuation of noise, shock and vibration transmitted through the mounting surface. Installation details are provided on the back of this sheet. An AT8473 stand clamp is also included to permit attachment of the XLR mic base to a standard 5/8"-27 or 3/8"-16 threaded mic stand or mounting flange.

The provided foam windscreen simply slips over the element, effectively reducing wind noise and "popping."

An integral 80 Hz high-pass UniSteep® filter provides easy switching from a flat frequency response to a low-end roll-off. The roll-off position reduces the pickup of low-frequency ambient noise (such as traffic, air-handling systems, etc.), room reverberation and mechanically coupled vibrations. To engage the UniSteep® filter, use the end tip of a paperclip or other small pointed instrument to slide the switch toward the "bent" line.

While a modern condenser microphone is not unduly sensitive to the environment, temperature extremes can be harmful. Exposure to high temperature can result in gradual and permanent reduction of the output level. Avoid leaving the microphone in the open sun or in areas where temperatures exceed 110° F (43° C) for long periods of time. Extremely high humidity should also be avoided.

ARCHITECTS AND ENGINEERS SPECIFICATIONS

The microphone shall be a fixed-charge condenser designed for permanent installation or portable applications. It shall have a MicroLine® polar pattern with uniform 90° angle of acceptance and shall be capable of accepting optional interchangeable elements for additional polar patterns. It shall have a frequency response of 30 Hz to 20,000 Hz and be capable of handling sound input levels up to 133 dB with a dynamic range of 109 dB. Nominal open-circuit output voltage shall be 17.7 mV at 1 kHz, 1 Pascal. Output shall be low impedance balanced (250 ohms).

The microphone shall operate from an external 11V to 52V DC phantom power source. It shall offer outstanding rejection of radio frequency interference (RFI). The microphone shall be RoHS compliant.

The microphone shall be a gooseneck design permitting highly flexible positioning and noiseless operation. It shall incorporate a self-contained power module with an XLRM-type connector at the base for direct connection to a mating XLRF-type panel jack or cable connector. The power module shall include a recessed switch for low-frequency roll-off. The low-frequency roll-off shall be a tailored roll-off at 80 Hz to minimize pickup of unwanted mechanical noise.

A universal isolation-type shock mount suitable for above or below surface installation shall be supplied for mounting the microphone in a solid surface. It shall be possible to firmly secure the microphone in the mount. The mount shall include appropriate hardware for installation. For alternative mounting and portable applications, the microphone shall be supplied with a stand clamp to permit attaching the microphone directly to a standard 5/8"-27 or 3/8"-16 thread. A foam windscreen shall also be included.

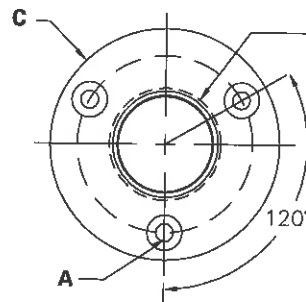
The microphone shall be a small-diameter gooseneck design, with an overall length of 12.45" (316.3 mm). Head diameter shall be 0.31" (8.0 mm). The microphone weight shall be 3.8 oz (108 grams). Finish shall be low reflectance black.

The Audio-Technica ES935ML6 is specified.

AT8474 LOW-PROFILE ISOLATION MOUNT INSTALLATION INSTRUCTIONS

MOUNTING DIMENSIONS

- A. 1/16" (1.5 mm) pilot holes 3 places on 1.57" (40.0 mm) circle.
- B. 1.00" (25.4 mm) hole through the mounting surface.
- C. Outside edge of mount, 2.06" (52.4 mm) diameter.

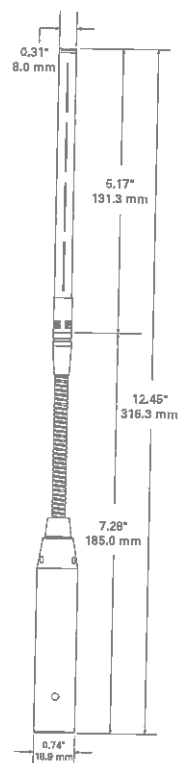


Drawing not actual size.

1. The AT8474 mount can be mounted either above or below the table surface.
2. Locate the center of the mounting location and mark it. **Allow enough clearance to accommodate the AT8474 mount on the desired surface and make certain there are no physical obstructions below the desired location.**
3. Locate the three mounting screw holes and mark them.

Continued on back.

4. Using a 1" hole saw, drill the through-hole for the microphone body. (Note: although a 1" drill bit will work, a hole saw provides for a cleaner hole and is less likely to damage the table surface.)
5. Using a 1/16" (1.5 mm) drill bit, drill three pilot holes for the mounting screws. (If mounting below the table surface, be certain **NOT** to drill pilot holes through the table.)
6. Place the AT8474 mount over the hole and partially tighten the three screws. Then place the microphone in the AT8474 so that the microphone's power module (base) extends through the AT8474 mount into the hole. Tighten all three screws evenly. For maximum security, the screws should be tight enough to ensure that the microphone is held securely in place and can not be removed without loosening the screws.
7. If mounting the AT8474 mount below the surface of the table, slide the rubber trim ring over the microphone (above the table surface) and seat it between the microphone and the sides of the hole for a finished appearance. (If mounting the AT8474 above the surface of the table, you may also choose to use the trim ring beneath the surface of the table, for added attenuation of noise, shock and vibration.)
8. After installing the microphone, assure maximum shock mount effectiveness by providing some slack in the connecting cable. The cable can be secured to the table with a standard wire clip or cable tie (not included).



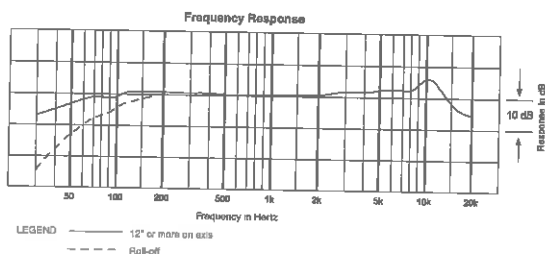
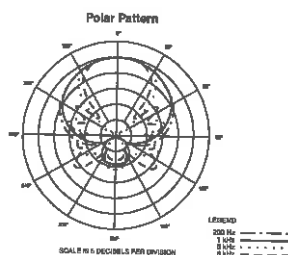
ES935ML6 SPECIFICATIONS†

ELEMENT	Fixed-charge back plate permanently polarized condenser
POLAR PATTERN	MicroLine®
FREQUENCY RESPONSE	30-20,000 Hz
LOW-FREQUENCY ROLL-OFF	80 Hz, 18 dB/octave
OPEN CIRCUIT SENSITIVITY	-35 dB (17.7 mV) re 1V at 1 Pa*
IMPEDANCE	250 ohms
MAXIMUM INPUT SOUND LEVEL	133 dB SPL, 1 kHz at 1% T.H.D.
DYNAMIC RANGE (typical)	109 dB, 1 kHz at Max SPL
SIGNAL-TO-NOISE RATIO†	70 dB, 1 kHz at 1 Pa*
SWITCH	Flat, roll-off
PHANTOM POWER REQUIREMENTS	11-52V DC, 4 mA typical
WEIGHT	108 g (3.8 oz)
DIMENSIONS	316.3 mm (12.45") long, 8.0 mm (0.31") head diameter, 18.9 mm (0.74") base diameter
OUTPUT CONNECTOR	Integral 3-pin XLRM-type
OPTIONAL INTERCHANGEABLE ELEMENTS	ESE-O omnidirectional (360°); ESE-C cardioid (120°); ESE-H hypercardioid (100°)
ACCESSORIES FURNISHED	AT8138 MicroLine foam windscreen; AT8474 universal isolation mount; AT8473 quick-mount stand adapter; 5/16"-27 to 3/8"-16 threaded adapter

†In the interest of standards development, A.T.U.S. offers full details on its test methods to other industry professionals on request.

*1 Pascal = 10 dynes/cm² = 10 microbars = 94 dB SPL

† Typical, A-weighted, using Audio Precision System One. Specifications are subject to change without notice.



 **audio-technica.**

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Audio-Technica Limited, Old Lane, Leeds LS11 8AG England
www.audio-technica.com

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Microphone Desk Stand with Dante™ Network Output

network microphones



Features

- Connects directly to network via Ethernet cable—no soldering or additional cable required
- Integrated user switch controls talk/mute in Local mode and triggers Dante-enabled devices in Remote mode
- Local or remote control of gain, low-cut UniSteep® filter, red/green LED status indicator and phantom power
- Powered by network PoE
- Scalable across Dante's 512 bidirectional audio channels
- Touch-sensitive capacitive-type user switch
- UniSteep® filter provides a steep low-frequency attenuation to improve sound pickup without affecting voice quality
- 3-pin XLR-type input for quick mounting of any gooseneck microphone with an XLRM-type output
- Heavy die-cast case and non-slip silicone foam bottom pads minimize coupling of surface vibration to the microphone

Description

The ATND8677 is a Dante-enabled microphone desk stand for use with any gooseneck microphone with a three-pin XLRM-type output connector. The desk stand is designed for surface-mount applications such as high-quality sound reinforcement, conferencing, distance learning and other demanding sound pickup applications.

The desk stand features a touch-sensitive capacitive-type user switch with integral red/green LED status indicator. In Local mode the user switch mutes and unmutes the microphone. It can be set to toggle between live and muted audio (toggle on/off), to permit live audio only while the switch is pressed (press to talk), or to mute the audio while the switch is pressed (press to mute). In Remote mode the user switch can be used to trigger functions on compatible Dante-enabled devices, such as a video camera's pan/tilt or a room's lighting preset. While in Remote mode the desk stand's audio output is controlled remotely. An integral 80 Hz low-cut UniSteep® filter provides easy switching from a flat frequency response to a low-end roll-off. The roll-off position reduces the pickup of low-frequency ambient noise (such as traffic, air-handling systems, etc.), room reverberation and mechanically coupled vibrations. A three-position input gain level selector permits trim adjustment to accommodate louder and softer voices. The desk stand provides 12V DC phantom power by default, which can be switched off and on.

The gain, low-cut UniSteep® filter, red/green LED status indicator and phantom power can all be controlled locally or remotely via third-party software.* Recessed buttons on the bottom of the desk stand allow user to configure the desk stand settings locally. Audio, low-cut, gain and phantom power settings can be locked in Local mode by pressing and holding the lock button. This lock will prevent end users from adjusting the settings. Default settings for the stand are as follows: audio toggle on/off (with audio muted at power up), low-cut filter off, +30 dB input gain, phantom power on.

The audio output of the ATND8677 can be routed using Audinate's Dante Controller, which is available for download at the Audinate website (www.audinate.com). The site also provides Dante routing and software instructions.

The desk stand's heavy die-cast case and non-slip silicone foam bottom pads minimize coupling of surface vibration to the microphone. The stand features a low-reflectance black finish.

Installation and Operation

The ATND8677 is powered by network PoE.

The electronics in the desk stand take up to 30 seconds to stabilize after power is applied.

The desk stand features a touch-sensitive user switch with integral red/green LED status indicator. In Local mode, which is the default, the user switch mutes and unmutes the audio. The Local mode settings for the user switch—as well as the low-cut UniSteep® filter, input gain level and phantom power—can be adjusted by pressing the appropriate recessed button on the bottom of the desk stand.

The user switch has four Local settings (see User Switch Settings and Functions in Local Mode below) that can be chosen by pressing the button beneath "SWITCH FUNCTION" and "DEFAULT MODE." The default setting is TOGGLE ON/OFF (with audio muted at power up). Press the button once to change setting to TOGGLE ON/OFF (with audio on at power up). In both settings the user switch will toggle between mute and unmute—the only difference is the status of the audio when the desk stand is turned on. Press the setting button a second time to select MOM. ON (momentary on), wherein the audio will be on only while the user switch is being pressed (press to talk). Press the setting button a third time to select MOM. OFF (momentary off), wherein the audio will be muted while the user switch is being pressed (press to mute). Press the setting button a fourth time to cycle the setting back to the default. The "SWITCH FUNCTION" and "DEFAULT MODE" LEDs will illuminate red or green to indicate the current setting.

Turn the low-cut UniSteep® filter on and off by pressing the button beneath "LOW CUT" on the bottom of the desk stand. The filter is off by default. The LED above "LOW CUT" illuminates red when the filter is off, green when it is on.

There are three input gain levels that can be selected: +30 dB (for loudest voices), +40 dB and +50 dB (for softest voices). To adjust the gain level, press the button beneath "GAIN" on the bottom of the desk stand. Pressing the button once changes the level from +30 dB to +40 dB, pressing it again changes the level to +50 dB and pressing a third time returns the level to +30 dB. The LED above "GAIN" illuminates green for +30 dB, orange for +40 dB and red for +50 dB.

By default, the desk stand supplies 12V DC of phantom power, which is required by most gooseneck microphones. Phantom power can be turned off by pressing the button beneath "PHANTOM" on the bottom of the desk stand. The LED above "PHANTOM" illuminates green when power is on and red when it is off.

To lock the Local settings, press and hold the button beneath "LOCK" on the bottom of the desk stand. Press and hold again to unlock settings. The LED above "LOCK" will illuminate red when locked and remain unlit when not locked. If a setting button is pressed while the lock is on, the LOCK LED will blink.

All LEDs on the bottom of the desk stand will turn off seven seconds after the last button is pressed. Pressing any button will cause the LEDs to relight.

To return the desk stand to its default Local settings, press the GAIN and LOW CUT buttons simultaneously.

The desk stand can also be controlled remotely via third-party software.* When this software is used it will override local control, causing the audio to remain on and the red/green LED status indicator, low-cut filter, input gain level and phantom power to be controlled remotely. In Remote mode the desk stand's user switch can be programmed to trigger functions on compatible Dante-enabled devices. When in remote mode the Remote LED is illuminated.

Avoid leaving the desk stand in the open sun or in areas where temperatures exceed 110° F (43° C) for extended periods. Extremely high humidity should also be avoided.

Note: Placing any object on a surface (such as a conference table) before its finish is fully cured may result in damage to the finish.

*For a list of compatible third-party software consult the ATND8677 product profile at Audio-Technica.com.

User Switch Settings and Functions in Local Mode

CONTROL

	User Switch Mode	SWITCH FUNCTION LED Color	DEFAULT MODE LED Color
Default	Toggle (mute on power up)	Green	Red
1st Press	Toggle (talk on power up)	Green	Green
2nd Press	Press to Talk	Red	Red
3rd Press	Press to Mute	Red	Green

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Specifications

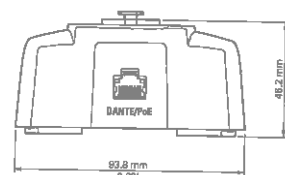
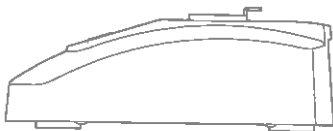
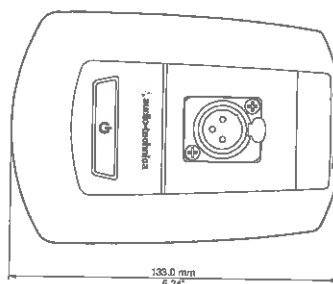
Frequency response	20-20,000 Hz
Low frequency roll-off	80 Hz, 18 dB/octave
Input impedance	1.4 kΩ
Maximum input levels	-10 dBu @ +30 dB gain -20 dBu @ +40 dB gain -30 dBu @ +50 dB gain
Signal-to-noise ratio ¹	68 dB, 1 kHz at 1 Pa
Power requirements	PoE IEEE802.3af standard
Power consumption	1.5W
Microphone phantom power	12V DC
Switches	Local Mode: Touch-sensitive capacitive-type user switch function: toggle (mute on power up), toggle (talk on power up), momentary on, momentary off; Low-cut filter: flat, roll-off; Gain: +30 dB, +40 dB, +50 dB; Phantom power: 12V DC, off Remote Mode: Low-cut and Gain via third-party software*
Weight	770 g (27.2 oz)
Dimensions	133.0 mm (5.24") maximum length, 93.8 mm (3.69") maximum width, 46.2 mm (1.82") maximum height
Input connector	3-pin XLRF-type
Output connector	Physical level: standard Ethernet
Dante network	Connector: single RJ45 Cable quality: Shielded CAT5 or CAT6 recommended Transmission speed: 100 Mbps

In the interest of standards development, A.T.U.S. offers full details on its test methods to other industry professionals on request.

1 Pascal = 10 dynes/cm² = 10 microbars = 94 dB SPL

¹ Typical, A-weighted, using Audio Precision System One.

Specifications are subject to change without notice.



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P# 2223-03840 P52526

**All Systems Tech LLC**

1746 East Silver Star Road
Suite # 272
Ocoee, FL 34761

Estimate

Date	Estimate #
3/20/2016	37

Name / Address

Redmond Jones II
136 S. Lake Avenue
Gruvelando, FL 34734
United States

Project**Sound System Repair**

Description	Qty	Rate	Total
This estimate is Good for 30days from the date of the estimate:			
MICROPHONE QUOTE			
Shure CentraVerse CVD is a sleek desktop base	1	73.99	73.99
Shure CVG12-BA' Gooseneck Condenser Microphone, 12-Inch, Inline Pre-Amp	1	123.75	123.75
Cost to install each microphone	0.5	85.00	42.50
Each Microphone needs both parts as intended in order to function. The total below is what it would cost for one microphone. Therefore if you need five microphone then the total is multiplied 5 times.			
**** TOTAL COST OF EACH MICROPHONE ****			240.00
SOUND PROCESSING QUOTE			
DBX DriveRack PA2 Complete Loudspeaker Management System	1	458.85	458.85
Required cables for integration	1	76.32	76.32
Installation of sound processor, Setup and programming and testing	3	85.00	255.00
Total cost to provide and install sound processing			790.17
EXISTING CUSTOMER OWNED SPEAKER MOUNTING			
Electro-Voice ZLX Wall Mount Bracket	2	158.125	316.25
Labour to mount Customers existing speaker to the ceiling	2.5	85.00	212.50
Labour to install 2 electrical outlets. One by each speaker	4.5	85.00	382.50
Labour to install 2 XLR plates. One by each speaker	4	85.00	340.00
Parts And Equipment Used In Installation XLR cable, XLR plates, Electrical cable and Receptacles	1	270.25	270.25
XLR connectors etc			
This estimate is only for the work that is describe therein and nothing else is assumed covered.			
Sales Tax (6.5%)			
Total			

Signature

4076901986

f.pusey@allsystemstech.com



All Systems Tech LLC

1746 East Silver Star Road
Suite # 272
Ocoee, FL. 34761

Estimate

Date	Estimate #
3/20/2016	37

Name / Address
Redmond Jones III 156 S. Lake Avenue Groveville, FL 34736 United States

Project			
Sound System Repair			
Description	Qty	Rate	Total
AST would like to include the detail that we are not changing mixing board so called the HEAD-END which is the heart of the system. Currently AST is only submitting an estimate to bring sound system in to proper working order and to mount the existing speakers as a fixed location. Any anomaly that is present from HEAD-END equipment is not covered in this estimate and may require further troubleshooting.			
This estimate is only for the work that is describe therein and nothing else is assumed covered.		Sales Tax (6.5%)	\$63.22
		Total	\$2,595.02

Signature _____

4076901986

E.pasey@allsystemstech.com



Proclamation

Municipal Election

By Authority vested in me as Mayor of the City of Groveland, Florida, I do hereby proclaim the Municipal Election of the City of Groveland, Florida to be held Tuesday, November 8, 2016 for the purpose of electing one (1) mayor and two (2) regular members of the City Council for a two-year term beginning November 21, 2016. I do specify that the vacant offices of District 1 (Mayor), District 3 and District 5 of the City Council shall appear on the ballot as "District 1", "District 3", and "District 5".

Qualifying begins at NOON Monday, June 20, 2016 and ends at NOON Friday, June 24, 2016. In order to qualify for these seats, persons must reside within the specified districts, be a registered voter and have lived within the city limits for two (2) years prior to qualifying. If a potential candidate wishes to have the City's election qualifying fee of one percent (1%) of the annual salary waived due to undue burden, they must present to the City Clerk a petition signed by ten percent (10%) or more of the registered voters no later than NOON May 23. The petition signature forms required and the regulations are available at City Hall. All parties interested in qualifying for this election may do so at City Hall, City Clerk's Office, 156 S. Lake Avenue, Groveland, Florida.

All precincts will be open for this election.

WITNESS my hand and seal of the City of Groveland, Florida this 18th day of April 2016.

Tim Loucks, Mayor

Attest:

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Monday, April 4, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, April 4, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Council Member Mike Radzik and the Invocation also given by Council Member Mike Radzik.

Guest Speaker, Presentations and Proclamations

Presentation by SRT Communications/Stephanie Thompson on Preparations for July 4th Event

REPORTS

a. Council Members

- Council Member Mike Radzik attended the Special RAC Meeting on March 29th. On April 1st he attended the Ribbon Cutting Ceremony at Riffle Air. Mr. Radzik reached out to Niagara Bottling to coordinate a walkthrough of the facility.
- Vice Mayor Karen McMican attended the Wash Down / Push In Ceremony for the new fire engine, held at Groveland Fire Department Station 95 on April 1st. Mrs. McMican also attended the Riffle Air Ribbon Cutting Ceremony.
- Council Member Dina Sweat along with volunteers from Niagara and Brian Sheehan from Keep Lake Beautiful, planted 103 trees at Groveland Elementary on March 22nd. On March 27th Mr. and Mrs. Sweatt returned to worksite and put in the final cable to protect the median. On April 1st she attended the Ribbon Cutting Ceremony at Riffle Air, and also the Wash Down / Push In Ceremony for the new fire engine, held at Station 95.
- Council Member John Griffin reported that he had received a call regarding the Groveland Four with a concern that the County had rejected support.
- Mayor Tim Loucks attended the Wash Down / Push In Ceremony for the new fire engine, held at Groveland Fire Department Station 95 on April 1st. On March 25th he attended the "State of the City" at Trilogy. A citizen asked him why the city charged a base fee for reclaim water accounts. He responded that the city did not charge a base fee. The citizen brought him his water billed which outlined the charges he received including a base fee of \$10.50. He stated he was not aware that there was a base fee of \$10.50 per month for reclaim meter accounts and admits he did make an incorrect statement.

b. City Manager

City Manager, Redmond Jones gave his written report and updates.

c. City Attorney

City Attorney, Anita Geraci-Carver asked for direction from Council regarding a request from a developer to the Community Development Department regarding placement of cluster mailboxes in their subdivision. They would like to place them on a track of land that has been designated for recreation. She indicated that there is nothing that prohibits this in either in the comp plan or code. If Council approves she can bring back a code change that would specify this would be allowed in the future.

Consensus from Council to bring back a code change allowing for cluster mailboxes for future development.

Mrs. Geraci-Carver also reported that following the Council approval of the Collective Bargaining Agreement, the Union has requested one change therefore the negotiating committee would like to meet with Council in a closed session meeting to discuss.

Council agreed to meet in a closed session meeting on Friday, April 15th 2016 at 2:00pm. Mrs. Geraci-Carver announced the meeting Case# RC2013023 to be held at the Lake David Center located at 450 S. Lake Avenue Groveland, Florida on Friday, April 15th 2016 at 2:00pm. The meeting will be approximately 1 hour. Those in attendance will be Mayor Tim Loucks, Vice Mayor Karen McMican, Council Members Dina Sweatt, Mike Radzik and John Griffin. In addition, City Attorney Anita Geraci-Carver, Committee Member Gwen Walker, Committee Member Christie Higdon, and Committee Member Chief M. Smith Tennyson.

d. Citizen Advisory Committee

No one from the Recreation Advisory Committee in attendance.

Consensus from Council for the Recreation Advisory Board to bring back recommendation to City Council regarding the choice of organization for the soccer complex.

CONSENT AGENDA

Approval of City Council Meeting Minutes 03-21-2016

Council Member Dina Sweatt moved to approve; seconded by Council Member John Griffin. The motion was approved with all members present voting aye.

Approval of Workshop Meeting Minutes 03-21-2016

Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt. The motion was approved with all members present voting aye.

OLD BUSINESS

NEW BUSINESS

1. Discussion of \$10.50 Base Charge for Reclaimed Water/ Water Rate Issue

Consensus from Council to have staff bring back a resolution or ordinance eliminating the \$10.50 base charge for reclaim water.

- 2. Ordinance 2016-04-10: Defining a Consistent and Fair Lien Reduction Process – First Reading**
Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.
Direction given to the City Attorney regarding changes to the ordinance requested by Council.
Vice Mayor Karen McMican and Council Member Mike Radzik amended their motion to table item until changes discussed are made to the ordinance.
The motion was approved with all members present voting aye.
- 3. Resolution 2016-04-07: Establishing a Process for City Council Review of and Input Into the City Council Regular Meeting Agenda**
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.
- 4. Award Engineering Design Services for Lower Floridian Well**
Council Member Mike Radzik moved to approve; seconded by Council Member John Griffin.
The motion was approved with all members present voting aye.
- 5. Award Hydraulic Modeling Services**
Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican.
The motion was approved with all members present voting aye.
- 6. Award Gaffney Park Construction Management Services**
Council Member Mike Radzik moved to approve; seconded by Vice Mayor Karen McMican.
The motion was approved with all members present voting aye.
- 7. Ordinance 2016-01-09: Adopting Amendment to ISBA – First Reading**
Council Member Dina Sweatt moved to approve; seconded by Council Member John Griffin.
The motion was approved with all members present voting aye.
- 8. Ordinance 2016-04-11: Council Participation Via Videoconferencing**
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.
- 9. Approve Lisa Cortese and Gwen Walker as Acting City Clerks**

Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

10. Puryear Building Sound, Audio, and Video Proposals

Consensus from Council to have a representative from each company who submitted a proposal for the audio, video, and sound upgrade for the Puryear Building, come back and give a presentation to Council.

Council Member John Griffin left the meeting at 9:20pm.

ANNOUNCEMENTS

Consensus from Council for Council Member Mike Radzik to work with staff and Lake County regarding park site at Wilson Lake Pkwy.

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 9:50pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
Special City Council Meeting
Thursday, April 14, 2016

The Groveland City Council met in a special meeting on Thursday, April 14, 2016 in the City Hall Conference room located at 156 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 3:00pm with the following members present: Vice-Mayor Karen McMican and Council Member Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerks Lisa Cortese and Gwen Walker, Sergeant-at-Arms Chief M. Smith Tennyson. Council Member Mike Radzik attended the meeting telephonically. Council Member John Griffin was absent.

NEW BUSINESS

Agenda Review of April 18, 2016 Regular City Council Meeting
Council reviewed and discussed the Agenda.

ADJOURNMENT

Chairman Tim Loucks adjourned the meeting at 3:20pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 18, 2016

AGENDA ITEM:	Resolution 2016-04-10: Temporary Suspension of the Base Charge for Reclaimed Water
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Gwen Walker
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DATE:	April 7, 2016
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BACKGROUND:

During discussions regarding the \$10.50 Reclaimed Water Base Charge, several options were reviewed. The first option was to repeal the base charge altogether. Another option that was discussed is to include the first 4,000 gallons of reclaimed water in the base charge, which would more closely mirror the structure of our current water rates. Staff suggested that Council allow the water rate study and the reclaimed water impact fee study to take place before making a decision so that Council would have a more definitive idea of how repealing this charge may impact the Enterprise Fund financially.

STAFF RECOMMENDATION: Do not approve the resolution at this time.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-04-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, PROVIDING FOR THE TEMPORARY SUSPENSION OF A RESIDENTIAL WATER AVAILABILITY (BASE) CHARGE FOR IRRIGATION UNTIL SUCH TIME AS THE CITY OF GROVELAND CONCLUDES ITS 2016 UTILITY RATE STUDY; PROVIDING DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland imposed a residential water availability charge for irrigation water, whether provided from reclaimed system, wells or potable water supply; and

WHEREAS, the City Council wishes to temporarily suspend the availability charge, also referred to as the base charge, and only charge its residential customers for the irrigation water utilized, until such time as the 2016 utility rate study is complete; and

WHEREAS, the City Council of the City of Groveland, Florida, has determined this temporary suspension is in the resident's best interest, and will review this matter upon completion of the 2016 utility rate study.

THEREFORE BE IT RESOLVED by the City Council of the City of Groveland, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. Effective June 1, 2016 until the City Manager brings forward to Council a recommendation as provided for in paragraph 3 of this resolution, the residential irrigation water availability charge in the amount of \$10.50 for inside the city accounts and \$13.125 for outside the city accounts are suspended. Irrigation water usage charges are unchanged.
3. The City Manager is directed to bring forward to Council a copy of this Resolution and a recommendation to Council concerning the water availability charge as soon as practical upon completion of the 2016 utility rate study.
4. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 18th day of April, 2016.

Tim Loucks, Mayor

ATTEST:



City Clerk/Acting City Clerk
Approved as to form:

Anita Geraci-Carver, City Attorney

First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 3, 2006

AGENDA ITEM:

SUBJECT: Irrigation Ordinance Changes

BACKGROUND: The City is currently expanding two wastewater treatment facilities that will provide public access reuse. Until the expansions are complete, several new developments have their reclaim water mains augmented with either potable water or water from shallow wells. Language including reuse water as irrigation has been added to the ordinance.

RECOMMENDED ACTION: Motion to Approve

PREPARED BY: Larry Walker

DATE: 3-29-06

DEPARTMENT: Utilities

REVIEWED BY DEPARTMENT HEAD:

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

ORDINANCE NO. 2006-04-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES APPENDIX C, ENTITLED FEE SCHEDULE, ARTICLE VIII, ENTITLED UTILITIES, SECTION 8.6, ENTITLED IRRIGATION RATES; PROVIDING FOR A WATER AVAILABILITY CHARGE; PROVIDING FOR ADJUSTMENTS APPLICABLE TO IRRIGATION RATES FOR USERS LOCATED INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF GROVELAND CODE; PROVIDING AN EFFECTIVE DATE; REPEALING ALL OTHER ORDINANCES.

WHEREAS, the City wishes to establish policies listing all types of irrigation users; and

WHEREAS, the City of Groveland's utility activities are expected to be self-sustaining wherein the costs to provide utility services are expected to be recovered by the user rates charged for those services; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GROVELAND, FLORIDA AS FOLLOWS:

Section 8.6. Irrigation rates.

Water irrigation rates are to include but not be limited to all users connected to a City system that provides irrigation water from reclaimed, well or potable water supplies.

Irrigation Rates: (Includes Commercial and Residential)

INSIDE CITY

WATER AVAILABILITY CHARGE (Includes 0 gallons of usage):

5/8" or 3/4" Meter	\$10.50
1" Meter	\$26.25
1-1/2" Meter	\$52.50
2" Meter	\$84.00
3" Meter	\$157.50
4" Meter	\$262.50
6" Meter	\$525.00

WATER USAGE CHARGE:

\$2.75 per 1,000 gallons (up to and including 50,000 gallons)
\$3.67 per 1,000 gallons (over 50,000 gallons)

OUTSIDE CITY to be charged above rates multiplied by a factor of 1.25 as permitted by §180.191, *Florida Statute*.

SEVERABILITY

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

INCLUSION IN THE CITY OF GROVELAND CODE


It is the intention of the City Council of the City of Groveland that the provisions of this Ordinance shall become and be made part of the City of Groveland Code of Ordinances and that the sections of this Ordinance may be re-numbered or re-lettered and the word "ordinance" may be changed to "section" "article" or such other appropriate word or phrase to accomplish such intentions.

EFFECTIVE DATE

Upon this Ordinance becoming effective it shall repeal all other ordinances for irrigation rates and types of users in conflict herewith. This Ordinance shall be effective commencing May 1, 2006.


PASSED, ORDAINED AND APPROVED in regular Session of the City Council of the City of Groveland, Florida:

First Reading: 4/3/06
Second Reading: 4/17/06



HONORABLE JAMES SMITH, MAYOR
City of Groveland Florida

ATTEST:



Anne Sasser
City Clerk

(SEAL)

Approved as to Form:

Anita R. Geraci

Anita Geraci
City Attorney



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 18, 2016

AGENDA ITEM: Resolution 2016-04-09 - Variance to Front Setback

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ken Comia, City Planner

DATE: April 13, 2016

BACKGROUND

Location: Green Valley Townhomes, Magnificent Lane

Zoning: R-3

The Green Valley Townhomes plat was approved in December 2015. The builder has submitted plans to the Building Department for permitting construction of the new townhomes on Magnificent Lane.

The builder has petitioned the City Council to allow for front setbacks to be set at 12.5 feet rather than at 25 feet, which the R-3 Zoning District requires. Consent from City Council allows them to proceed with construction

With infrastructure being installed prior to the platting, this resolution corrects the issue of the limited space due to a previously constructed road (Magnificent Lane) and prevents the applicant with cost of reengineering design and location of retention pond.

The townhomes will meet the other side and rear setbacks for these lots. The property to the south is being developed as commercial and the property to the north is a golf course. Therefore, with no residential lots being located adjacent to this project, and specifically, no residential development occurring on the south side of Magnificent Lane, staff feels the general intent of the setbacks for these lots is being met and that this will not result in any public safety concerns.

STAFF RECOMMENDATION: Motion to approve Resolution

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

"The city with a future, watch us grow!"

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-04-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, GRANTING A VARIANCE FROM SECTION 153-150(E)(1)(A) OF THE LAND USE AND DEVELOPMENT CODE OF THE CITY OF GROVELAND, FLORIDA BY REDUCING THE FRONT SETBACK FROM 25 FEET TO 12.5 FEET FOR THE REAL PROPERTY TO BE PLATTED AS GREEN VALLEY TOWNHOMES AND LOCATED ON MAGNIFICENT LANE, OWNED BY GREEN VALLEY TOWNHOMES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Green Valley Townhomes, LLC, has petitioned for a variance from a certain provision of the City of Groveland Code of Ordinances, for property located on Magnificent Lane in the City of Groveland, Florida;

WHEREAS, such property is located north of S.R. 50 and west of Green Valley Boulevard, , and lying in section 21, Township 22 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

LEGAL DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF TRACT 28, GROVELAND FARMS, LYING IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25, EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORD OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89 40' 23" EAST ALONG THE NORTH LINE OF SAID TRACT 28 FOR A DISTANCE OF 630.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF GREEN VALLEY BOULEVARD; THENCE RUN SOUTH 00 15' 27" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 211.22 FEET; THENCE RUN NORTH 89 44' 28" WEST FOR A DISTANCE OF 1074.51 FEET; THENCE RUN SOUTH 00 19' 37" WEST FOR A DISTANCE OF 83.78 FEET; THENCE RUN NORTH 89 50' 17" WEST FOR A DISTANCE OF 233.34 FEET TO THE WEST LINE OF TRACT 29, SAID GROVELAND FARMS; THENCE RUN NORTH 00 25' 52" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 295.00 FEET TO THE NORTH WEST CORNER OF SAID TRACT 29, THENCE RUN SOUTH 89 50' 17" EAST ALONG THE NORTH LINE OF SAID TRACT 29 FOR A DISTANCE OF 676.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.6 ACRES/ 287,486.0 SQUARE FEET MORE OR LESS.

WHEREAS, applicant desires to request a variance from the City of Groveland's R-3 zoning district minimum front setback for all lots with the proposed plat of Green Valley Townhomes because Magnificent Lane was previously constructed prior to plan approval, and if made to comply with the 25' front setback, the townhomes will encroach into the drainage easement; and

WHEREAS, a reduction from the required front setback of 25' to 12.5' is the least possible which allows construction of townhomes of the size required without interfering with the rear storm water system and Magnificent Lane in the front; and

WHEREAS, this Resolution was properly advertised once in a newspaper of general circulation in Lake County, Florida, no less than 10 days prior to Council's consideration of this Resolution and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Bulk Certificate of Mailing; and

WHEREAS, the City Council of the City of Groveland has considered the petition in accordance with the standards for granting variances contained in Section 153-61 of the Land Use and Development Code of Ordinances and there is competent substantial evidence in support of the requested variance.

NOW THEREFORE, be it resolved by the City Council of the City of Groveland, Florida, as follows:

Section 1 The petition for variance filed by Green Valley Townhomes, LLC, and located on Magnificent Lane, the City of Groveland, Florida, more particularly described as:

LEGAL DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF TRACT 28, GROVELAND FARMS, LYING IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25, EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORD OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89 40' 23" EAST ALONG THE NORTH LINE OF SAID TRACT 28 FOR A DISTANCE OF 630.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF GREEN VALLEY BOULEVARD; THENCE RUN SOUTH 00 15' 27" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 211.22 FEET; THENCE RUN NORTH 89 44' 28" WEST FOR A DISTANCE OF 1074.51 FEET; THENCE RUN SOUTH 00 19' 37" WEST FOR A DISTANCE OF 83.78 FEET; THENCE RUN NORTH 89 50' 17" WEST FOR A DISTANCE OF 233.34 FEET TO THE WEST LINE OF TRACT 29, SAID GROVELAND FARMS; THENCE RUN NORTH 00 25' 52" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 295.00 FEET TO THE NORTH WEST CORNER OF SAID TRACT 29, THENCE RUN SOUTH 89 50' 17" EAST ALONG THE NORTH LINE OF SAID TRACT 29 FOR A DISTANCE OF 676.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.6 ACRES/ 287,486.0 SQUARE FEET MORE OR LESS.

is granted as follows:

1. The above described property for townhomes may be developed with a reduced front setback of 12.5' rather than 25'.
2. The variance to the setback requirement is granted only in connection with the above described property and for no other purpose.

Section 2 This resolution shall be effective after adoption in accordance with law.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

City Clerk/Acting City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 18, 2016

AGENDA ITEM: Ordinance 2016-04-10 – Defining a consistent and fair lien reduction process

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner / City Manager's Office

DATE: April 13, 2016

BACKGROUND:

The City has been providing general guidance and handling lien reduction requests. Most of the liens are related to code enforcement violation fines and since many of those fines are accrued daily, until the violation is corrected, the amounts can become substantial.

As lien reduction and forgiveness requests have increased during the past year, Council expressed a desire to establish a standard process to deal with these complex issues.

The process includes:

- 1) A written application to the City requesting a reduction or forgiveness of a fine or penalty plus a non-refundable \$300 fee to reimburse the City for its administrative costs.
- 2) The City will determine recommendations based on factors such as, gravity of violations, the time it took violation to come into compliance, accrued amount code enforcement fines, etc.
- 3) The City will place application for satisfaction or release of lien upon agenda of the regularly scheduled Council meeting.
- 4) Council will take action based solely upon application, recommendation of City staff, and applicant's testimony.
- 5) The City Council may reduce the amount of the lien, waive the full amount of the lien or continue the lien in its full amount.
- 6) When a lien is satisfied as a result of full or reduced payment, or waiver, as ordered by Council, the City will record the satisfaction/release of lien in the Public Records of Lake County, and provide a copy to the property owner.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-04-10

AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA RELATING TO CODE ENFORCEMENT LIENS; PROVIDING THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE AND RECORD A SATISFACTION OF LIEN UPON CERTAIN CONDITIONS BEING MET; PROVIDING THAT THE CITY MANAGER SHALL CONSIDER ANY APPLICATIONS FOR REDUCTION OR WAIVER OF CODE ENFORCEMENT FINES AND PENALTIES WHEN ORDERS IMPOSING SUCH FINES OR PENALTIES HAVE BEEN RECORDED IN THE PUBLIC RECORDS AND MAKE RECOMMENDATION TO THE CITY COUNCIL; PROVIDING CRITERIA FOR THE CITY MANAGER OR DESIGNEE, AND THE CITY COUNCIL TO FOLLOW WHEN CONSIDERING APPLICATIONS FOR REDUCTION OR WAIVER OF LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(3), Florida Statutes, provides that code enforcement liens run in favor of the local governing body, and the local governing body may execute a satisfaction or release of any code enforcement lien; and

WHEREAS, Section 162.09(2)(c), Florida Statutes, provides that the code enforcement board may reduce a code enforcement fine before the order imposing such lien has been recorded; and

WHEREAS, Attorney General Opinion 02-62 and Attorney General Opinion 99-03 opine that code enforcement boards are not authorized to reduce fines when code enforcement orders have been recorded in the public records, and that the local governing body is vested with the authority to reduce or satisfy liens after such liens have been recorded; and

WHEREAS, Attorney General Opinion 99-03 opines that a City Council may delegate its authority to execute satisfactions or release of code enforcement liens so long as such delegation does not result in a complete divestiture of such liens by the City Council to a private party and City Council would continue to be responsible for making a determination that the lien has been paid and issuing a satisfaction or a release; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City of Groveland through its home rule powers may exercise any power for municipal purposes except those expressly prohibited by law.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA:

SECTION 1. APPLICATION FOR SATISFACTION OR RELEASE OF CODE ENFORCEMENT LIENS. The Code of Ordinances of the City of Groveland, Florida is amended by adding an article to be numbered V, which article shall read as follows:

ARTICLE V. – SATISFACTION OR RELEASE OF CODE ENFORCEMENT LIENS

Sec. 18-101. – Application. Where a certified copy of an order imposing a fine or fine plus costs has been recorded in the public records and therefore has become a lien against the real or personal property owned by the violator, such owner may apply for a satisfaction or release of such lien as follows:

(a) Upon full payment by the owner of the lien imposed in accordance with this chapter, the City Manager is hereby authorized to execute and record in the public records a satisfaction or release of lien.

(b) Upon request for a reduction or forgiveness of a lien imposed in accordance with this chapter for properties in which all violations have been brought into compliance as confirmed by the City Manager or designee, the owner shall submit a written application to the City plus an application fee adopted by resolution of the city council.

(1) The application shall include the following:

- a. A copy of the order imposing a lien upon the property;
- b. The code enforcement case number;
- c. The date upon which the subject property was brought into compliance with the requirements of the City Code;
- d. The factual basis upon which the owner believes the application for reduction or forgiveness of the lien should be granted;
- e. The specific terms upon which the owner believes a satisfaction or release of lien should be granted;
- f. The reasons, if any, compliance was not accomplished by the owner prior to the order imposing fine or fine plus costs being recorded; and
- g. The amount of the reduction sought by the owner.

- (2) The application shall be executed under oath and sworn to in the presence of a notary public and delivered to the City Manager, or designee.

(c) Upon request for a reduction or forgiveness of a lien imposed in accordance with this chapter for properties in which all violations have not been brought into compliance as confirmed by the City Manager or designee, the owner shall submit a written application to the City plus an application fee adopted by resolution of the city council.

- (1) The application shall include the following:

- a. A copy of the order imposing a lien upon the property;
- b. The code enforcement case number;
- c. Proof of site control;
- d. Proof of clear title for all non-City liens and defects on the property;
- e. Proof of all property taxes current;
- f. A description of the proposed project or use of the property;
- g. An explanation of the possible future land use changes or rezoning required for the proposed project and a timeframe in which these applications will be received by the City;
- h. The date upon which the owner will bring the subject property into compliance with the requirements of the City Code;
- i. The amount of the reduction in lien sought by the owner; and
- j. Estimated cost of the project or use of the property, and if applicable, business plan.

- (2) The application shall be executed under oath and sworn to in the presence of a notary public and delivered to the City Manager or designee.

- (d) The application fee shall reimburse the City for its administrative costs associated with handling the application, recording the order imposing a penalty or fine and the requested satisfaction or release of lien. The application fee is non-refundable, without regard to the final disposition of the application for satisfaction or release of lien.

Sec. 18-102. – Property in compliance. The City Manager or designee, in determining a recommendation to be presented to city council, shall consider the following factors for properties in which all violations have been brought into compliance as confirmed by the City Manager or designee:

- (a) The gravity of the violation(s);
- (b) The time it took for the owner to bring the property into compliance;
- (c) The accrued amount of the lien, as compared to the market value of the property;
- (d) Any previous code violation(s) of owner;
- (e) The proposed use of the property; and
- (f) List of all other properties owned by the owner in Lake County, Florida.

Sec. 18-103. – Property not in compliance. The City Manager or designee, in determining a recommendation to be presented to city council, shall consider the following factors for properties in which all violations have not been brought into compliance as confirmed by the City Manager or designee:

- (a) The gravity of the violation(s);
- (b) The time it will take the owner to bring the property into compliance;
- (c) The accrued amount of the code enforcement fine or fine plus costs, as compared to the market value of the property;
- (d) Any previous code violation(s) of the owner;
- (e) Consideration for the proposed use of the property;
- (f) List of all other properties owned by the owner in Lake County, Florida; and
- (g) Business plan providing proof and/or commitment that the amount to be invested in the property must equal no less than 10 percent of the amount of the reduction or the amount waived. For example, if the amount reduced or waived is \$10,000, ten percent of that amount is \$1,000, therefore, a minimum of \$1,000 must be invested in the property. This investment may include labor, materials, purchase price if property is purchased subsequent to fine or fine plus costs being imposed, equipment related to a business use at said property, and any increase in the assessed value of the property that will be recognized as a result of improvements to the property.

- (h) Other return on investment beneficial to the City will also be considered, such as property will be repurposed from residential to commercial use providing an additional commercial establishment available to City residents to frequent, or property is located in the CRA district and investment in the property will rid the property from blight.

Sec. 18-104. – Placement on council agenda. The City Manager or designee shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled City Council meeting. The owner or owner's representative shall have an opportunity to address the City Council at the Council meeting, as to the factors warranting reduction or waiver of lien. The City Council, in considering the application for satisfaction or release of lien, may take action based solely upon the sworn application, recommendation of the City Manager or designee, the factors set forth in this article considered by the City Manager or designee in formulating a recommendation, and the presentation by owner or owner's representative at the council meeting.

Sec. 18-105. – Action by council. The City Council may reduce the amount of the lien, waive the full amount of the lien, or continue the lien in its full amount. The City Council may enter into an agreement with the property owner which includes Council's decision and any conditions relating to Council's decision.

Sec. 18-106. – Non-transferrable. Any reduction or waiver granted is not transferrable. In the event a reduction or waiver is granted, and within 36 month of the date such reduction or waiver is approved by Council, title to the property is transferred, a lien shall exist on the property in the amount of the reduction or the amount waived. A notice memorizing the non-transferability and possibility of a lien in the event of a transfer within the timeframe established in this section shall be signed by the owner and City and recorded in the public records of Lake County, Florida.

Sec. 18-106. – Release or satisfaction of lien. When a lien is satisfied as a result of payment of the lien in full, payment of the reduced lien, or waiver as ordered by the City Council, and all the conditions of any agreement entered into with the property owner, the City shall record a satisfaction or release of lien in the Public Records of Lake County, Florida and provide a copy to the owner.

SECTION 2. Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 3. Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Codification.

It is the intent of the City Council of the City of Groveland that the provisions of this ordinance shall become and made a part of the City of Groveland Code of Ordinances; and grants authority to the codifier to renumber or reletter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

City Clerk/Acting City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Mike Radzik		

Dina Sweatt		
Karen McMican		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 18, 2016

AGENDA ITEM:	Engineering Proposal/Agreement for Force Main Design
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	James Huish
DATE:	April 4, 2016

BACKGROUND: A recently completed wastewater hydraulic study model for CR 565A and SR 50 revealed that the existing force main in this area has nearly reached its hydraulic capacity. The Public Services Utilities Division requests approval to enter into the attached contract with BESH Engineering in the amount of \$157,130.00 for design of a new wastewater force main along the SR 50 and Sampey Road corridor. Funding for this project is included in the current budget.

STAFF RECOMMENDATION: Approve the Proposal/Agreement by BESH for engineering design of SR50/Sampey Rd forcemain.

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

"The city with a future, watch us grow!"



VIA EMAIL

james.huish@groveland-fl.gov

March 25, 2016

James Huish
Director of Public Services
City of Groveland
1198 Sampey Road
Groveland, Florida 34736

RE: **PROPOSAL/AGREEMENT FOR CITY OF GROVELAND
SR50/SAMPEY ROAD FORCE MAIN PROJECT**

Dear Mr. Huish:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 8-12, sign Page 13, and complete Page 14 for billing purposes.

Please note, the contract document contains the amended language as per your request of January 15, 2016.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Em, Jr., P.E.
Principal
rem@besandh.com

RAE\ml

Cc: Carrie King, BESH, Inc. (via email)

Enclosure

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: info@besandh.com ♦ www.besandh.com

**ENGINEERING PROPOSAL/AGREEMENT
FOR
CITY OF GROVELAND
SR50/SAMPEY ROAD FORCE MAIN PROJECT
LAKE COUNTY, FLORIDA**

ENGINEERS:

Robert A. Ern, Jr., P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
rern@besandh.com

CLIENT:

James Huish, Director of Public Serv.
CITY OF GROVELAND
1198 Sampey Road
Groveland, Florida 34736
(352) 429-0227 - Phone
james.huish@groveland-fl.gov

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

ENGINEERING SERVICES PROPOSAL/AGREEMENT

PROJECT UNDERSTANDING AND SCOPE:

Booth, Ern, Straughan & Hiott, Inc. (BESH), is pleased to submit this proposal to the City of Groveland for utility locating, route survey, final design, permitting, project bidding and construction management for the City of Groveland SR50/Sampey Road Force Main Project. BESH understands that the Client intends to construct a new 12" PVC force main from the intersection of CR565A and SR50 west to Sampey Road, then north and west along Sampey Road to the Sampey Road WWTP. This new force main will run parallel with an existing force main also running to the Sampey Road WWTP, and will divert flow from existing Lift Station #43 to the WWTP, in order to reduce the flow and head in the existing force main, allowing other lift stations on the system to operate better. BESH will also review the existing pumps at Lift Station #43 to determine if they will need to be changed due to the change in pressure/head caused by the new force main. The proposed route is approximately 11,500 LF from facility to facility. The specific tasks required to complete this project are as follows:

TASK 001 UNDERGROUND UTILITY LOCATES

BESH shall contract with Precise Locating Services, Inc., to obtain underground utility locates along the proposed project routes. The route will run along the north side of SR50 from the intersection of CR565A to the intersection of Sampey Road. Locates will be performed between the existing back of curb and the existing r/w line on the north side of SR50. Locates will also be provided between r/w and r/w on Sampey Road from the intersection of SR50 to the Sampey Road WWTP for an approximate total length of 11,500 LF.

FEE: \$36,200.00

TASK 002 SPECIFIC PURPOSE SURVEY

BESH shall utilize the information provided above in Task 001 by Precise Locating to Services, Inc., to conduct a route survey of the proposed routes listed above. BESH shall locate all existing above and below-grade utility improvements along all proposed routes. Estimated total length of route survey, as listed above is 11,500 LF.

FEE: \$47,930.00

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

TASK 003 FORCE MAIN DESIGN

BESH shall prepare final engineering drawings for the proposed reclaimed water mains along the routes described above. Utility lines shall be designed to meet all FDEP, FDOT and City of Groveland design requirements.

FEE: \$21,100.00

TASK 004 LIFT STATION EVALUATION

BESH shall evaluate the existing pumps in Lift Station #43 to determine if they will need to be replaced due to the change in hydraulic head, or if they can remain (note, the existing pumps are not pumping at or near the design flows already). If it is determined that they need to be replaced due to the head change, BESH shall research and recommend a new pump for the City to purchase and install. This assumes no changes in electrical/controls will be necessary at the station and that the City will handle installation of the new pumps and associated appurtenances.

FEE: \$3,200.00

TASK 005 UTILITY PERMITTING

BESH shall prepare the required permit applications and make submittal to the following agencies as necessary to properly permit the utility extensions:

1. Prepare one FDEP wastewater permit.
2. Prepare the Lake County Right-of-Way Utilization Permit Application for Sampey Road
3. Prepare the FDOT Right-of-Way Utilization Permit Application for SR50

FEE: \$13,600.00

TASK 006 CONSTRUCTION BID DOCUMENTS

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid process and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

FEE: \$7,800.00

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

TASK 007 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$5,500.00

TASK 008 CONSTRUCTION ADMINISTRATION SERVICES - BESH

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and signed/sealed survey as-builts to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Groveland
2. Florida Department of Environmental Protection.
3. Lake County Public Works
4. Florida Department of Transportation

FEE: \$16,800.00

TASK 999 REIMBURSIBLES

Costs for reimbursibles, including printing, copying, blueprints, binding, mileage, etc, shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$5,000.00

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

SUMMARY

TASK	AMOUNT
TASK 001	\$ 36,200.00
TASK 002	\$ 47,930.00
TASK 003	\$ 21,100.00
TASK 004	\$ 3,200.00
TASK 005	\$ 13,600.00
TASK 006	\$ 7,800.00
TASK 007	\$ 5,500.00
TASK 008	\$ 16,800.00
TASK 999	\$ 5,000.00
SUBTOTAL	\$ 157,130.00

NOTE: THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

1. Application Fees for submittal to regulatory agencies.
2. Environmental Assessments
3. Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
4. Sketch/legals for utility easements or r/w acquisition.

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

**HOURLY RATE SCHEDULE
(2016)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL ENGINEER	\$135.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$100.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$115.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
SURVEY TECHNICIAN III	\$35.00/HOUR
TITLE RESEARCHER	\$115.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
CLIENT: CITY OF GROVELAND
DATE: March 28, 2016

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of The City of Groveland ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

If for any cause, a party shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within ten (10) calendar days after receiving written notice of such default from the non-defaulting party, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party no less than thirty (30) calendar days prior to the effective date of termination written notice of its intent to terminate (such thirty calendar day period to commence upon the defaulting party's receipt of such notice).

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
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DATE: March 28, 2016

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client and BESH must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services and Client is required to pay for the revised scope of services.

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B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerals, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

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B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on either party unless made in writing and duly executed by an authorized representative of the parties.

D. WAIVER:

The failure of either party to enforce any provision of this Agreement or to exercise any right accruing through the default of the other party hereunder, shall not constitute a waiver of any other rights of the party with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not. In the event that Client retains the services of an attorney to enforce the terms of the Agreement, Client shall be entitled to recover from BESH all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly

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**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: SR50/SAMPEY ROAD FORCE MAIN PROJECT
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AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2016.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Robert A. Ern, Jr., P.E.

By:

Title:

Principal

Title:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 18, 2016

AGENDA ITEM: Reappoint RAC member whose term has expired

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Rebekah Morgan

DATE: April 13, 2016

BACKGROUND: The 3-year term limit for the Recreation Advisory Committee seat for George Rosario has expired. Mr. Rosario has expressed his intent to remain on the RAC.

RAC RECOMMENDATION: The Recreation Advisory Committee recommends that City Council re-appoint George Rosario to the Recreation Advisory Committee.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"